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AGREEMENT BETWEEN THE TOWNSHIP OF LYNDHURST

AND

THE LYNDHURST POLICEMEN'S BENEVOLENT  
ASSOCIATION, PBA LOCAL 202

1975-1976

Bergen County

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A G R E E M E N T

0.00 PREAMBLE

0.01 THIS AGREEMENT, made this 21<sup>st</sup> day of October  
1975, by and between the TOWNSHIP OF LYNDHURST, a body politic  
and corporate of the State of New Jersey, hereinafter referred  
to as "The Employer," and THE LYNDHURST POLICEMEN'S BENEVOLENT  
ASSOCIATION, PBA LOCAL 202, hereinafter referred to as the "PBA";

0.02 WHEREAS, the Employer and the PBA recognize that it will be  
to the benefit of both to promote mutual understanding and foster  
a harmonious relationship between the parties to the end that  
continuous and efficient service will be rendered to and by both  
parties,

NOW, THEREFORE, it is agreed as follows:

1.00 EMPLOYEES' BASIC RIGHTS

1.01 Pursuant to Chapter 303, Public Laws, 1968, the Employer  
hereby agrees that every Employee shall have the right freely to  
organize, join and support the PBA and its affiliates for the  
purpose of engaging in collective negotiations and other con-  
certed activities for mutual aid and protection. As a body  
exercising governmental power under the Laws of the State of  
New Jersey, the Employer undertakes and agrees that it shall not

2.03. The term "Police Officer" or "Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

2.04. This Agreement is not meant to cover the Chief of Police, Deputy Chief of Police, or probationary patrolman.

3.00 EXCLUSIVITY OF ASSOCIATION REPRESENTATION

3.01. The Employer agrees that it will not enter into any contract or memorandum of agreement with any one but the recognized Association (PBA Local 202) with regard to the categories of personnel covered by the said Memorandum of Agreement during the term of this Agreement.

4.00 DUES - CHECK-OFF

4.01. Upon presentation to the Employer of a dues check-off card signed by individual Employees, the Employer will deduct from such Employees' periodic salaries the amount set forth on said dues check-off authorization card.

4.02. Thereafter, the Employer will, as soon as practicable forward a check in the amount of all dues withheld for this purpose to the PBA representative entitled to receive same.

4.03. The said PBA representative shall be appointed by resolution of the PBA and certified to the Employer by the PBA.

5.00 EXISTING LAW

5.01 The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Laws.

6.00 ASSOCIATION REPRESENTATIVES

6.01 The Employer recognizes the right of the Association to designate representatives and alternates for the enforcement of this Agreement.

6.02 The Association shall furnish the Employer in writing the names of the representatives and the alternates and notify the Employer of any changes.

6.03 The authority of the representative and alternate so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

(a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement.

(b) The transmission of such messages and information which shall originate with, and are authorized by the Association or its officers.

6.04 Up to two designated Association representatives shall be granted time with pay during working hours to attend all meetings and conferences on collective negotiations with Employer officials when such meetings, conferences or negotiating sessions occur during the individual's normal working hours.

7.00 MAINTENANCE OF WORK OPERATIONS

7.01 The parties agree that there shall be no lockouts, strikes, work stoppages, job actions, or slowdowns during the life of this Agreement. No officer or representative of the Association shall authorize, instigate, or condone such activity.

7.02 It is understood that violation of the provisions of this Article may subject any employee participating in or condoning such activity to disciplinary action by the Employer. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline, subject to applicable provisions of state statute and other applicable provisions of this Agreement.

8.00 GRIEVANCE PROCEDURE

8.01 (1) To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this Agreement, the following procedures shall be

used. For the purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Borough and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement.

8.02 (2) The procedure for settlement of grievances shall be as follows:

8.03 (A) Step One

In the event that any employee covered by this Agreement has a grievance, within four (4) working days of the occurrence of the event being grieved the employee shall discuss it informally with his immediate supervisor. The supervisor shall decide the grievance within two (2) working days after the grievance is first presented to him.

8.04 (B) Step Two

If no satisfactory resolution of the grievance is reached at Step One, then within two (2) working days the grievance shall be presented in writing to the Captain in charge of the unit to which the grievant is assigned. The Captain shall render a decision within five (5) working days after the grievance was presented to him.

8.05

(C) Step Three

If no satisfactory resolution of the grievance is reached at Step Two, then within two (2) working days the grievance shall be presented in writing to the Chief of Police. The Chief shall render a decision within five (5) working days after the grievance was first presented to him. In the absence of the Chief, the grievance shall be presented to the Deputy Chief in charge of the Department for determination.

8.06

(D) Step Four

If the Association wishes to appeal the decision of the Chief of Police (or the Deputy Chief in charge if the Chief is absent), it shall be presented in writing to the Director of Public Safety of the Township within five (5) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Director of Public Safety shall give the Association the opportunity to be heard and will give its decision in writing within ten (10) working days of receipt of the written grievance.

- 8.07                   (E) Plenary Hearing
- 8.08                   (1) If any grievance remains unresolved after the exhaustion of Steps One, Two, Three and Four of this procedure, the PBA or the employee involved shall have the right to seek resolution of the matter by a plenary hearing in a court of competent jurisdiction.
- 8.09                   (2) Any employee covered by this Agreement may have the right to process his own grievance with his representative.
- 8.10                   (3) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

9.00 PRESERVATION OF RIGHTS

9.01 The Employer hereby retains and reserves unto itself all powers, rights authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- (a) To the executive management and administrative control of the Employer Government and its properties and facilities and the activities of its employees;
- (b) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
- (c) To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law.

9.02 Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities, and authority, under R.S. 11,40 and 40A, or any other national, state, county or other applicable laws.

- 9.03        The Employer agrees that all terms and conditions of employment not specifically set forth in this Memorandum of Agreement shall be maintained at not less than the highest standard in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Memorandum of Agreement.
- 9.04        Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Employee pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.
- 9.05        The parties agree that during the term of this Agreement, they shall meet periodically in a good faith attempt to resolve such additional issues as may arise.
- 9.06        Failure to meet pursuant to Section 9.05 shall not be cause for a grievance.

9.07        If agreement is reached between the parties as to any such additional issues, then, and in that event, any such agreed upon language shall become part of this Agreement upon the execution of same, duly signed by the Association President and the appropriate Employer representative.

10.00      RIGHTS OF EMPLOYEES

10.01      In all cases where an Employee may be threatened or accused with the commission of a crime resulting from his performance or nonperformance in the line of duty, he shall be so advised and have the right to consult with counsel.

10.02      The rights provided for herein are intended to prevent the officer to be interrogated from being subject to disciplinary action by reason of his failure to answer questions of a superior officer until his right to consultation herein provided for has been afforded provided consultation is requested. This provision is not intended nor shall it be invoked to frustrate the every day operation of the Police Department or to provide a defense to a departmental charge other than a failure to respond to questioning.

11.00 DATA FOR FUTURE BARGAINING

11.01 The Employer agrees to make available to the Association all relevant data the Association may require to bargain collectively.

11.02 The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other employee groups, the cost of various insurance and other programs, information concerning overtime worked by Employees, the total number of sick leave days utilized by Employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty and other data of a similar nature.

12.00 SALARIES

12.01 The base annual salaries of all Employees covered by this Agreement shall be set forth in Appendix "A".

12.02 The base annual salary for the period covered by this Agreement shall, along with all other economic items, be deemed to be retroactive to January 1, 1975, and any monies due Employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

WORK DAY, WORK WEEK AND OVERTIME

- 13.01        The normal work day shall be eight (8) hours and the normal work week shall be forty (40) hours.
- 13.02        The Employer shall not indiscriminately adjust shifts or tours of Employees covered by this Agreement. The Employer will endeavor to maintain shifts and tour stability.
- 13.03        Work in excess of the Employee's basic work week or tour for a day is overtime. Computation for overtime shall begin on the sixteenth minute after tour work or normal work day. Thereafter overtime shall be computed in quarter hours and shall be rounded off to the nearest quarter hour.
- 13.04        Overtime shall be paid by the following rules: It shall be paid either as paid overtime compensation (time and one-half) or compensatory time.
- 13.05        Compensatory time shall be computed at the rate of time and a half.
- 13.06        The Employee shall have the discretion as to whether overtime shall be paid overtime compensation or compensatory time and shall exercise such discretion either immediately before working such overtime or immediately after completing the working of such overtime and shall notify his commanding officer in writing of his decision.
- 13.07        An Employee may accumulate no more than sixteen (16) hours of overtime to be banked as compensatory time which is equivalent to twenty-four (24) hours at straight time.

- 13.08        For all hours in excess of twenty-four (24) hours of overtime pay the Employee shall receive only paid overtime compensation.
- 13.09        If the Employee chooses paid overtime compensation, that choice, once made, may not be altered.
- 13.10        If the Employee chooses compensatory time, that choice may be altered at the sole option of the Employee under the following conditions:
- (a) The request for the conversion is made in the calendar year during which the compensatory time was earned.
  - (b) The request for conversion must be received by the commanding officer no later than the day following the normal pay day to insure inclusion within the next two pay periods.
- 13.11        Any compensatory time not utilized by the Employee during the calendar year shall be paid to him pursuant to the paid overtime compensation provision of this Agreement.
- 14.00        HOURLY RATE
- 14.01        To compute the base hourly rate of an Employee for overtime or other purposes, the Employee's yearly base salary shall be divided by 2,080 hours.

15.00 JOB DESCRIPTIONS

15.01 Job descriptions for the ranks covered by this Agreement shall be as set forth in the job definition section of the New Jersey Civil Service Statutes.

16.00 COURT TIME

16.01 Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other Courts of Administrative Bodies.

16.02 All such required court time shall be considered as overtime and shall be compensated at time and one half.

16.03 When an Employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled, provided, however, that such travel time shall be computed between the Employer's police headquarters and the pertinent court or administrative body.

16.04 Travel shall not be available for Lundhurst Municipal Court appearances and shall be limited to one-half hour for appearances at the Bergen County Court House.

16.05        The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required in the Court or Administrative Body, together with any applicable travel time, provided, however, that the Employee's entitlement to overtime under this Article shall not be less than two (2) hours overtime pay.

17.00        TRAINING PAY

17.01        The Employer agrees to compensate all Employees covered by this Agreement at time and one-half rate for attending required training courses on their own time.

18.00        STAND BY TIME

18.01        Stand by time shall be considered as time worked if the Employer requires the Employee to remain in a fixed location. Stand by time shall be compensated at the rate of \$3.00 per hour.

19.00        RECALL

19.01        Any Employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half the straight time hourly rate of pay with a minimum guarantee of two hours work or pay in lieu thereof.

full time Employees on the basis of the rotating seniority roster. The Employees covered by this Agreement shall have the right to negotiate directly with the Board of Education for coverage at Borard of Educations' sponsored activities. This clause shall not apply where coverate at an activity has been assigned by the Police Department to the Employee.

- 20.07 It will be the obligation of the Employees to set up their own roster for school or special details.
- 20.08 The Employer agrees that no police reserve or other non-police personnel shall be employed to enfringe upon the right of the Employees to their regular forty (40) hour week and eight (8) hour day during the term of this Agreement.

21.00 SHIFT CHANGES

- 21.01 The Employer agrees that it will not indiscriminately adjust shifts so as to avoid overtime payment to Employees covered by this Agreement.

22.00 LONGEVITY

- 22.01 In addition to all wages and other benefits, each Employee shall be entitled to a longevity payment as set forth in Appendix "B".

- 22.02 The said payments for longevity shall be paid on a weekly basis to the Employees entitled to same.

20.00 PRIORITY FOR OVERTIME

20.01 Overtime for regularly scheduled shifts and details will be offered to regular full time Employees of the Department first in an order of preference based upon a rotating seniority roster.

20.02 There may be certain situations in which the Department, because of special skills or other attributes of a particular officer, determines that it is in the best interests of the Employer to bypass an Employee or Employees on the seniority list.

20.03 While this Agreement contemplates the possibilities noted in Section 20.02, it is agreed and understood that such bypassed Employee or Employees must become next on the list for the purposes of the overtime roster.

20.04 The purpose of this section is to equalize overtime among Employees and same shall not be defeated by the Employer's selection of special persons for special details as set forth herein.

20.05 Such overtime will be offered to persons other than full time Employees only if it has first been refused by each member on the seniority roster aforementioned.

20.06 With regard to what is commonly known as "school or special details", it is agreed that the Employer will attempt to obtain at least full time Employees of the Police Department to work said detail and will make an offer of such detail to the regular

~~23.00~~ UNIFORMS

- 23.01           The Employer will pay each Employee, during the term of this Agreement, the sum of Two Hundred (\$200.00) Dollars as a clothing allowance for the calendar year 1975 and the sum of Two Hundred and Fifty (\$250.00) Dollars for the calendar year 1976. This payment shall be made to plainclothed as well as uniformed Employees.
- 23.02           If the Employer decides to change the uniform or any part thereof, it shall provide to each Employee, free of charge, any such changed items. Employer's obligation shall be limited to the replacement of one of each item of equipment so changed.
- 23.03           Utilization of Section 23.03 shall not diminish the clothing allowance set forth in this Agreement.
- 23.04           An Employee's uniform or personal equipment which are required by him in his capacity as a Police Officer, which may be damaged during the course of his employment, shall be replaced at the expense of the Employer, except where such damage is caused by the negligence of the Employee. Uniform replacements shall be made based on 20% annual depreciation of current replacement value.
- 23.05           Any such payments made under 23.05 shall be in addition to the Employee's annual clothing allowance otherwise referred to in this Agreement.

24.00 EDUCATION INCENTIVE

24.01 In addition to all other wages and benefits provided in this Agreement each Employee shall be entitled to an additional payment, if the Employee is qualified for same, pursuant to the qualifications and limitations as set forth in Appendix "C".

25.00 VACATIONS

25.01 The vacation allowance shall be as set forth in this Agreement in Appendix "D".

25.02 When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of police activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year.

25.03 If an Employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, he may have such period of illness and post hospital recuperation period charged against sick leave at his option upon proof of hospitalization and a physician's certificate.

25.04 No Employee who is on vacation shall be recalled except in a case of the full mobilization of the Department by the Chief of Police to meet a clear and present danger confronting the Employer.

- 25.05 Vacations shall be selected on a rotating seniority basis which shall be established by the Department. Once an Employee selects two or more consecutive days of vacation under this clause, the next senior man shall make his selection, and so on, until the seniority list is exhausted, at which time, the process shall be continued.
- 26.00 HOLIDAYS
- 26.01 Effective January 1, 1975, all Employees covered by this Agreement shall be entitled to and will receive thirteen (13) paid holidays per year.
- 26.02 The holidays noted herein shall be as set forth in Appendix "E".
- 26.03 In addition to the annual salaries and other benefits set forth in this Agreement, each Employee shall be paid an additional day's pay for each holiday enumerated in this Agreement.
- 26.04 In addition to the regular paid holidays heretofore set forth, the Employees covered under this Agreement shall be entitled to such further paid holidays as may be declared from time to time by the governing body for any other Employees.

27.00 SICK LEAVE

27.01 All Employees covered by this Agreement shall be granted sick leave with pay as set forth in Appendix "F".

27.02 Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to quarantine.

27.03 To qualify for payment while absent on sick leave each Employee who will be absent from duty on sick leave shall so notify the Chief of Police or the officer in charge at least one hour before the commencement of his scheduled tour of duty. Said notice shall state the nature of the cause of the absence from duty. An Employee who is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

27.04 An Employee absent on sick leave shall submit acceptable medical evidence substantiating the illness if reasonably requested by the Employer.

28.00 WORK INCURRED INJURY

28.01 Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of six (6) months.

During this period of time, all temporary disability benefits accruing under the provisions of the Workmen's Compensation Act shall be paid over to the Employer.

- 28.02        The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Employer, may reasonably require the said Employee to present such certificates from time to time.
- 28.03        In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workmen's Compensation establishing such further period of disability and such findings by the Division of Workmen's Compensation or, by the final decision of the last reviewing court shall be binding upon the parties.
- 28.04        For the purposes of this Article, injury or disability incurred while the Employee is acting in any Employer authorized activity, shall be considered in the line of duty.
- 28.05        In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate

Workmen's Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

28.06 An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

29.00 BEREAVEMENT LEAVE

29.01 All permanent full time Employees covered by this Agreement shall be entitled to five (5) days leave with pay upon the death of a member of his immediate family or death of a member of his household.

29.02 Immediate family shall include spouse, children, parents, brothers and sisters.

29.03 Such funeral leave shall not be charged against the Employee's vacation or sick leave.

29.04 Any extension of absence under this Article, however, may be at the Employee's option and with the consent of the Department Head, be charged against available vacation time or be taken without pay for a reasonable period.

29.05 In the case of unusual circumstance not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Chief of Police.

30.00 LEAVE OF ABSENCE

30.01 All permanent full time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed one hundred eighty (180) days.

30.02 The Employee shall submit in writing all facts bearing on the request to the Chief of Police or his designated representative who shall append his recommendations and forward the request to the Director of Public Safety. The governing body shall consider each case on its merits and without establishing a precedent. The Employer will not unreasonably deny an Employee's request for a "leave" of absence.

30.03 This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Employer. Normally, it shall be granted only when the Employee has used his accumulated sick and vacation leave in the case of illness or his vacation leave if leave without pay is requested for reasons other than illness.

31.00 RETURN FROM AUTHORIZED LEAVES OF ABSENCE WITHOUT PAY

31.01 Employees returning from authorized leaves of absence without pay as set forth in this Agreement shall be restored to their original classification at the appropriate rate of pay, with no

loss of seniority or other Employee rights, privileges or benefits, provided, however, that sick leave and longevity credits shall not accrue with the exception of those on military leave.

31.02        Seniority shall be retained and shall accumulate during all leaves.

32.00        MEDICAL COVERAGE

32.01        The Employer will provide and pay for Blue Cross, Blue Shield, Rider J and Major Medical insurance for Employees covered by this Agreement and their families, of the same type and in the same amounts as presently exist.

32.02        All increases in premiums during the term of this Agreement shall be borne entirely by the Employer.

33.00        INSURANCE

33.01        The Employer will continue to provide existing insurance coverage to Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties including but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights.

34.00 BULLETIN BOARD

34.01        The Employer will supply one bulletin board for the use of the Association to be placed in a conspicuous location.

34.02        The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.

34.03        No matter may be posted without receiving permission of the officially designated Association representative.

34.04        Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

35.00 CEREMONIAL ACTIVITIES

35.01        In the event a Police Officer in another department in the State of New Jersey is killed in line of duty, the Employer will permit at least one uniformed Police Officer of the Department to participate in funeral services for the said deceased officer.

35.02        Subject to the availability of same, the Employer will permit a department police vehicle to be utilized by the members in the funeral service.

- 35.03      Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral services unless otherwise agreed to by the Chief of Police or the Director of Public Safety.
- 36.00      PERSONNEL FILES
- 36.01      A separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Chief of Police.
- 36.02      Any member of the Police Department may by appointment review his personnel file but this appointment for review must be made through the Chief of Police or his designated representative.
- 36.03      Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.
- 36.04      All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

37.00 MILITARY LEAVE

37.01 Military leave for Employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

38.00 PENSION

38.01 The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

38.02 The Employer will pay to the appropriate Police Retirement Fund all amounts which the Fund will accept on account of any payments made to Employees pursuant to this Agreement.

38.03 It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate police retirement fund, then, and in that event resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

39.00 LABOR MANAGEMENT COMMITTEE

39.01 As soon as practicable after execution of this Agreement, a labor-management committee shall be established consisting of representatives of the Employer and the Association.

- 39.02 The function of this committee shall be to facilitate communication between the parties to promote a climate conducive to constructive Employee relations, to recommend resolution of Employee relations problems which may arise in the administration of this Agreement and to discuss other matters of mutual interest.
- 39.03 The committee will meet at mutually acceptable times and places, with either party having the right to request a meeting.
- 39.04 Requests for meetings should be made at least a week in advance with the requesting party submitting an agenda of the topics for discussion.
- 39.05 The size of the committee may vary according to the topics to be discussed and shall be limited to the least number of representatives from each party needed to accomplish the business at hand.
- 39.06 Nothing contained in this section is intended to restrict in any way the normal informal discussion and resolution of problems by Employer and Association representatives.
- 39.07 If agreement is reached between the parties as to any such additional issues, then, and in that event, any such agreed upon language shall become part of this Agreement upon the execution of same, duly signed by the Association President and the appropriate Employer representative.

40.00 SAFETY AND HEALTH

40.01        The Employer shall at all times maintain working conditions to ensure maximum safety for all Employees and shall provide Employees with appropriate equipment and devices toward that end.

41.00 REPLACEMENTS

41.01        ~~No full time Employee covered by this Agreement shall be replaced by any non-police, part time or other personnel.~~ *NO*

42.00 NO WAIVER

42.01        Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

42.02        This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees herein are entitled by law.

43.00 SAVINGS CLAUSE

43.01        It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

43.02 If any such provisions are so invalid, the Employer and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

44.00 TERM OF CONTRACT

44.01 This contract shall take effect upon the execution thereof and shall terminate on December 31, 1976.

45.00 ORGANIZATIONAL MEETINGS

45.01 All police officers covered by this Agreement holding the rank of sergeant, lieutenant or captain shall attend four (4) meetings per year which shall be termed "staff meetings" and shall not exceed two (2) hours in duration and said attendance shall be without compensation.

45.02 All members of the Department covered by this Agreement shall be obligated to attend two (2) departmental meetings per year not to exceed two (2) hours each in duration and said attendance shall be without compensation.

45.03 In addition to the meetings outlined above, each covered employee shall without compensation attend the Memorial Day parade held in the Township and also stand inspection that day. This parade and inspection obligation shall not apply to employees who are on vacation, on sick leave, or who do not work any tour that day.

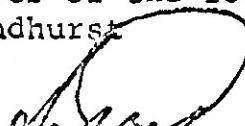
IN WITNESS WHEREOF, the parties have hereto entered their  
hands and seals this 21 day of October 1975.

ATTEST:-

  
\_\_\_\_\_  
Gabriel M. Ambrosio

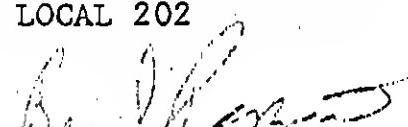
TOWNSHIP OF LYNDHURST

By:   
\_\_\_\_\_  
Anthony Scardino, Jr.  
Mayor of the Township of  
Lyndhurst

By:   
\_\_\_\_\_  
Herbert W. Perry  
Township Clerk

(As to PBA Local 202,  
Lyndhurst Unit)

THE LYNDHURST POLICEMEN'S  
BENEVOLENT ASSOCIATION,  
PBA LOCAL 202

By:   
\_\_\_\_\_  
Richard J. Leonard

APPENDIX "A"

SALARIES:

Rank	Increase to be Effective:	
	1/1/75	7/1/76
Patrolmen		
0-1 year	\$ 9,200	\$ 9,900
1-2 years	10,000	10,700
2-3 years	11,000	11,700
Over 3 years	12,100	12,800
Sgt./Det.		
Lt.	12,700	13,400
Capt.	13,300	14,000
	13,900	14,600
		13,900
		14,500
		15,100
		15,800

APPENDIX "A"

Retroactive payments shall be made as expeditiously as possible.

APPENDIX "B"

LONGEVITY

In addition to the salaries, and other compensation set forth herein, there shall be paid to each regular, full-time member of the Police Department an additional sum based upon his annual salary as follows:

- 1 per cent after 4 years of service.
- 2 per cent after 8 years of service.
- 3 per cent after 12 years of service.
- 4 per cent after 16 years of service.
- 5 per cent after 20 years of service.

This sum shall be added to the salary heretofore set forth and shall be paid at the regular pay periods.

APPENDIX "C"

EDUCATIONAL BENEFITS:

Section 1.

In addition to the salary authorized herein all members of the Department shall be entitled to receive additional compensation in the sum of \$10.00 per annum for each credit of approved Police Science courses, provided, however; that in any course for which additional compensation is claimed a grade of C or better must be attained, and that this course is required for attainment of a degree.

Section 2.

Each member of the Department requesting credit shall submit a certification from the institution that he attended indicating successful completion of the specific courses, and the grade obtained, and verification that the same were obtained in pursuit of a degree in Police Science or related field of study. Members of the Department shall be entitled to receive payment for courses taken in prior years provided they meet the requirements of this Article. All qualifying credits earned prior to January 1, 1975 shall be compensated for during the calendar year 1975, all qualifying credits earned in 1975 shall be compensated for during the calendar year 1976, in addition to those earned in previous years. These credits shall accumulate and shall be paid in each ensuing year with no limit on the amount of credits earned toward a degree.

APPENDIX "D"

VACATIONS:

Section 1.

Earned Vacations. Members of the Department shall be entitled to vacations based upon length of service as hereinafter provided. Vacation benefits shall be determined at the employees anniversary date of employment.

6 months to 1 year of service .....	5 Working Days Vacation
1 year to 5 years of service .....	10 Working Days Vacation
5 years to 15 years of service .....	15 Working Days Vacation
15 years to 20 years of service ....	20 Working Days Vacation
20 years to 25 years of service....	25 Working Days Vacation
25 years Plus .....	30 Working Days Vacation

Section 2.

All vacations granted during the prime vacation period of the summer months, that is, June 15th up to and including September 15th, shall not exceed a period of two full weeks.

Ord 1628  
States April 1 as to  
new man coming on job

APPENDIX "E"

HOLIDAYS:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Easter
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus' Day
10. General Election
11. Veteran's Day
12. Thanksgiving
13. Christmas Day

APPENDIX "F"

Section 1.

Each officer shall be entitled to twelve (12) days sick leave for every year of service, which shall be cumulative. All unused accumulated sick leave shall be credited to the officer at retirement for which he shall be paid at the salary rate in existence at the time of his retirement.

Section 2.

It is understood that an employee shall be entitled to one (1) day of sick leave for every month of service. An employee shall accumulate sick leave on the basis of twelve (12) days a year for every year of service. Sick leave shall be cumulative during an employee's period of service. Employees presently in the service of the Township shall be entitled to credit for prior service of one (1) day for every month of service up to one hundred twenty (120) days of sick leave, less actual sick leave taken. Every employee presently in the service of the Township, who has been employed for a period in excess of ten (10) years from the date of adoption of the Ordinance\*, shall be entitled to additional sick leave credit of one-half (1/2) day for every month of service exceeding ten years. An employee absent on sick leave for five (5) days shall be required to file a certificate from the employee's physician with the Municipal Administrator. An employee absent on sick leave for a period of thirty (30) days, may, at the discretion of the Board of Commissioners, be requested to submit to an examination by a physician designated by the Board of Commissioners, at the expense of the Township. An employee shall be entitled to credit for sick leave time for prior service, if the employee's service to the Township has been interrupted. An employee shall be entitled to credit for one-half (1/2) of unused accumulated sick leave time at the time of retirement, provided no employee shall be given credit beyond one hundred twenty (120) days for such accumulated sick leave time. At time of retirement the employee will receive a cash settlement for his accumulated sick leave up to 120 days based on his yearly salary.

\*Ordinance No.1467